

RFP for Station Management, Camera and Chamber Upgrade

Job # 30-15-IT

April 27, 2015

Questions and Answers

1. PDF Page 6, Paragraph 1, Bullet 1:

“A highly intuitive system...” What are the criteria by which the City of Kirkland will determine whether or not our response provides a highly intuitive system? Please elaborate. We will be looking at ease of use and the learning curve for our operators of the system.

System that might have multiple users interfacing with a web or software portals such as the Bulletin Boards will need to be simple enough to teach multiple users throughout the City.

2. PDF Page 6, Paragraph 1, Bullet 3:

“to facilitate and document Council Chamber and Peter Kirk Room meetings and presentations...” Are these facilities ever in use at the same time and is there a requirement that the system be able to record/play back meetings concurrently?

Not at this time. This may or may not be a desired future feature.

3. PDF Page 7, Installation Locations:

Who with the City of Kirkland will coordinate the schedule of construction vs. AV integration activities? Is the winning AV integrator working under contract for the City of Kirkland or the General Contractor? What happens when the General Contractor delays the AV Integrator's schedule?

The project manager will coordinate the schedule and make informed decisions about delay's to the schedule.

4. PDF Page 8, Scope of Work:

a) “offers an electronic program guide” Please explain what is meant here. Is this guide developed by the City of Kirkland or is this part of the system the City desires to purchase?

The City is interested in standard and custom playlist exports for web and Cable program schedules for the Channel playlist.

b) “dual redundant play out server” please give us more detail on the level of redundancy required. Is it N+1 or N+M+1?

The play out server needs redundancies built so that play-out will not be interrupted if a hard drive or power supply fails for instance.

c) “backed up to our SAN and/or to the cloud” Does the City of Kirkland currently have a hardware/software solution that performs this task? If so, please provide details.

Video/audio files and system databases relating to the play out are automatically backed up to a NetApp network storage system using CommVault.

5. PDF Page 8, Removal of Existing System:

“current system components” Please provide a list of current system components and a list of anticipated components that the City wishes to incorporate into the new system. Who will be responsible for creating an inventory list of the items being removed and stored? What type of inventory control system does the City use to track items coming out of service and into storage or disposal?

The current components are indicated in the rack elevations and system drawing. There will be a staging area for items being removed. Inventory and disposal will be overseen by City Staff.

6. PDF Page 9, Replacement Equipment and Functionality:

- a) b. "Video server must include ample storage" Please detail the expected storage needs and file types the City wishes to store on this server. What do you mean by ample?

At least the playback file capacity of our current Omneon Media Deck server with 8 500-GB Disk Drives plus. Capacity may need to go up by 50% around 2017 if additional meeting coverage is requested.

- b) b. "City of Kirkland's Storage Area Network" please detail the software/hardware products used to currently perform this task. Who would the winning AV integrator need to contact at the City of Kirkland to work out policies/protocols for performing this task with a new hardware/software solution?

You would need to work with our Network and Operations Ops group. We have a total of seventy five servers. Forty six servers are hosted by three VMWare host servers. Twenty one servers (a mix of virtual and stand-alone) are connected to a NETAPP3220 SAN with replication to a NETAPP2240. The typical configuration on the SAN consists of two mirrored RAID 1 sets for direct attached storage and redundant path fiber channel connectivity. The Network is a managed TCP/IP switched Ethernet architecture with fiber and T1 connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing a CommVault backup to disk system with the disk target located on a NETAP2240, and all have Microsoft Forefront Endpoint Protection and Microsoft SCCM management agents/software installed.

7. PDF Page 10, d.:

"weather and other news related content feeds" Please give us a list of the sources/feeds we will be asked to integrate. Are they web-based sources or coming through specific providers? What connections will be provided to the winning AV contractor?

Our current bulletin board Telvue, provides the option of a local weather report and other content feeds as part of their service. We display the weather now and may consider displaying that and other feeds that the proposed service may offer such as traffic reports or a news ticker.

8. PDF Page 10, g.:

"composite SD" Which aspect ratio is desired? 16:9 or 4:3? For now, 4:3.

What is currently being sent to the cable providers? 4:3 is being sent to the cable providers.

9. PDF Page 10, h:

"SD" "composite SD" Which aspect ratio is desired? 16:9 or 4:3? For now, 4:3.

What is currently being sent to the cable providers?

For now 4:3 is being sent to Granicus.

10. PDF Page 11, i:

"HD Transcoders" Is the AV integrator to provide these as a part of the final solution, even though the City will not be transmitting in HD for the foreseeable future?

No, The City's new Automated Broadcast Control, Playback and Record system will need to be built ready to house the transcoder and provide it with a video/audio stream. A recommended list of HD transcoders will be needed to prepare for HD broadcast.

11. PDF Page 11, j:

"HD Transcoders" Is the AV integrator to provide these as a part of the final solution, even though the City will not be transmitting in HD for the foreseeable future?

No, The City's new Automated Broadcast Control, Playback and Record system will need to be built ready to house the transcoder and provide it with a feed. A recommended list of HD transcoders will be needed to prepare for HD broadcasts.

12. PDF Page 12, Live Production System:

“control multiple cameras in two locations” Are the two meeting rooms ever used concurrently?

The meeting rooms are used concurrently, the cameras are not. There could be circumstances in the future where we would like to record meetings from both rooms. If that adds significant cost, please separate that out as an optional item.

13. PDF Page 13, Live Production Video Router (e):

a) Can the router requirements in this section and on PDF Page 10, f be combined into one router?

Yes

b) How many aux feeds are desired for the Council Chambers and Peter Kirk rooms?

2

c) How many Production Studio HD Camera feeds?

4

14. PDF Page 13, HD to SD Converters (i):

Are these the same as on PDF Page 11, i?

No

15. PDF Page 14 & 15 (letter progression):

PDF Page 14 progresses with letters j, k, l, m, n. PDF Page 15 starts with m, and progresses through n and o. The lettering sequence appears to be off?

Yes

16. PDF Page 14, Video Switcher (j):

How much future growth are you anticipating? Not a lot of growth anticipated. How many additional inputs?

2

17. PDF Page 14, Digital Video Recorder (m):

Can this be accomplished by using the Master Record/Playback server?

No

If not, would the City consider a purpose-built recorder rather than one that is workstation based?

Yes

18. PDF Page 15, SD Archival Disc Recorders (m):

Why both an HD (PDF Page 14, m) and an SD Disc recorder?

Sometimes we would like to hand an SD copy of a meeting to the visiting Council or committee. If the HD recorders can also record to a SD disc and can record for 4hrs on one disc than just 2 will be considered.

19. PDF Page 15, Master Control/Live Production Room:

As a cost saving feature, would we be allowed to suggest placement all of the equipment and cabling for these areas in the room under the Council Chambers?

Yes

20. PDF Page 17, DMX Music Channel (a):

Please provide technical specs on the DMX receiver and connector types.

Comstream DR200, RCA connectors

21. PDF Page 17, Comcast Transmitter (b):

Since the City is not going to be transmitting in HD for some time, would the City consider planning this capability into the design and purchasing the hardware later on a separate contract or purchase order? A cost saving area. Should this not be labelled as an encoder vs. a transmitter?

We remain optimistic that HD cablecasts will come sooner rather than later. The necessary

transcoders for the cable provider's respective stream requirements will be purchased at a later time. We would like the outputs of the proposed system to be HD and SD.

22. PDF Page 17, Frontier Communications Transcoder (c):

Since the City is not going to be transmitting in HD for some time, would the City consider planning this capability into the design and purchasing the hardware later on a separate contract or purchase order? A cost saving area.

We remain optimistic that HD cablecasts will come sooner rather than later. The necessary transcoders for the cable provider's respective stream requirements will be purchased at a later time. We would like the outputs of the proposed system to be HD and SD.

23. PDF Page 17, Staff Training Requirements:

When will training take place? During each phase? After each phase? After all phases?

We are open to your recommendations on training timing. For system operators, the training probably should happen right about the time that we start actual testing.

24. PDF Page 18, Warranty Requirements (d):

The allowed time of warranty on programming changes (6 months) is way too open ended and can quickly turn this project upside down. Is this tied to final payment holdback?

Not necessarily. We are happy to have a more in-depth discussion on warranties and holdbacks with the finalist vendor(s) although vendors should be aware we expect both a reasonable and a holdback sufficient to guarantee that all work is completed.

25. PDF Page 18, Extended Warranty and Support Options:

This section calls for extended warranty pricing for years 1, 2 and 3 following system acceptance. Form 6 extends that to years 4-8. Please explain.

Our current broadcast system has been in place for some time. We anticipate that the new one will be available for a long time as well. If you are unable to indicate warranty pricing after three years out, feel free to say so.

26. PDF Page 18, Project Deliverables (a):

Visio is not a technical design and engineering software program for AV integration. Programs like AutoCAD Electrical offer printed and electronic copies that customers can redline and send back for updating. Why is Visio a requirement

Along with the high cost of AutoCAD, City Staff are not versed in AutoCAD and will not have the time to become versed in it. Visio is the program that City Staff have and can easily update for the final drawings. For the review process, the City would consider other low cost and learning curve options such as Bluebeam Revu CAD.

27. PDF Page 18, Project Deliverables (b):

Vendor Technical Manuals are in most cases, not available, since few if any products are serviceable by the customer.

We anticipate that most equipment comes with a user manual of some sort which usually has some basic troubleshooting information in it. We are merely asking that we receive all of the manuals that come with every piece of equipment.

28. PDF Page 20, System Design and Engineering:

Visio is not a technical design and engineering software program for AV integration. Programs like AutoCAD Electrical offer printed and electronic copies that customers can redline and send back for updating. Why is Visio a requirement?

Along with the high cost of AutoCAD, City Staff are not versed in AutoCAD and will not have the time to become versed in it. Visio is the program that City Staff have and can easily update for the final drawings. For the review process, the City would consider other low cost and learning curve options such as Bluebeam Revu CAD.

29. PDF Page 20, System Design and Engineering:
“Vendor should expect final design changes...” Design changes initiated by the customer after sign-off of pre-build design drawings and equipment lists, are subject to Change Order approval and design/equipment change fees by integrator as well as City?
[Yes, for any changes that are significant.](#)
30. PDF Page 21, Miscellaneous Install Requirements, c, Cable Labelling:
“Clear heat shrink tubing” requirement is very costly and no longer standard practice. Please strike from RFP.
[Not a requirement as long as there is a “clear protective cover to ensure the labels don’t peel off or otherwise become unreadable.”](#)
31. PDF Page 22, Miscellaneous Install Requirements, e. Cable Management:
“removable no cable ties” Is there a typo here?
[Yes it should read “removable cable ties”.](#)
32. PDF Page 22, Miscellaneous Install Requirements, f. Power:
a) Will the City or City’s electrical contractor provide electrical work needed? [Yes](#)
b) Will power in Chambers, Peter Kirk Room, Control Room and Studio be on same power leg?
[The answer is not known at this time. Facilities will work with contractors on power requirement for the systems.](#)
33. PDF Page 22, Miscellaneous Install Requirements, j. Clean Up:
Will the City provide access to dumpsters? [Yes](#)
34. PDF Page 26, Cooperative Purchasing:
Will the City participate in any Intergovernmental Cooperative Purchasing Agreements that other Washington cities have on file with participating systems integrators?
[The city can and sometimes does participate in Cooperative Purchasing and we have a number of these agreements in place. Please feel free to suggest any agreements that would be beneficial to us to be able to use.](#)
35. PDF Page 26, Proposal Preparation:
Does the City want vendor spec sheets on products quoted? If so, are links to individual brochures preferred or a link to a repository of brochures germane to the RFP? Where should these be incorporated into the Word document?
[Links to product spec sheets can be included in the Make & Model and any Notes column of Form 6.](#)
36. PDF Page 28, Evaluation Procedures:
This Section regarding specifications/cost of ownership and Addendum 1 presents us with conflicting purposes for the RFP and the evaluation process. Given the technical specifications and project goals presented, we see this RFP coming in well over the \$300,000.00 budget stated in Addendum 1. If we steer our response to the stated budget, we will not be in full compliance with the technical specifications and project goals. If we steer our response to the technical specifications and project goals, we will exceed the stated budget. We need some clarification on what the City’s intent is and how we should proceed in order to meet the RFP requirements.
[Our goal is to get a system that will meet our business needs within our budget. If that isn’t possible, then we will consider more expensive options but we do not have any additional approved funding at this time. Alternatively, if you have ideas on how to reduce the specifications in a manageable way in order to help us meet budget, we would be happy to have a conversation.](#)
37. PDF Page 30, Form 1, Cover Letter, 7:
Financial Statements are confidential documents and are not intended for general consumption outside of a Non-Disclosure Agreement we ask the City to sign prior to releasing this information. How do we accommodate the City’s request and our need for confidentiality in light of the Public Disclosure requirements listed on PDF Page 40? The statement “will try to respect all material

identified by the Supplier as Proprietary or Confidential” is inadequate to protect sensitive and protected information.

As proposals are subject to negotiation, we will not release any information until after contract award. Then, the City will not disclose information externally unless we receive a public records request. If that occurs, we will give the party whose records have been requested 10 business days’ notice to allow time for them to obtain a court order to prohibit us from releasing the records if we believe the records do have to be disclosed.

38. PDF Page 33, Acceptance of Terms and Conditions:

Are there any published Terms and Conditions? We do not see any specific Ts&Cs in this RFP.

We do not have standard T’s and C’s for this work, but we expect to enter into a systems acquisition contract that includes a statement of work. We will work with the successful vendor(s) to negotiate a mutually agreeable contract.

39. PDF Page 36, Price Proposal:

What licenses does the City already own that apply to this RFP?

City staff isn’t certain that they understand the question. The city may have server licenses or other licenses that we can transfer. There would have to have a more specific question such as “does the city have a license for X?” in order to provide a clearer answer. Some negotiation of details is expected after RFP submittal and this question can be explored more at that time.

40. PDF Page 39, Proposal Validity Period:

What happens if a vendor issues a price increase during this 180 time period? We have no control over their pricing policies.

If a vendor issues a significant increase the City would be willing discuss whether or not that is an appropriate pass-through. We anticipate the same discussion will occur related to decreases in cost.

41. PDF Page 40, City License:

What is the cost to purchase a City of Kirkland Business License?

A business license fee worksheet can be found here.

http://www.kirklandwa.gov/depart/Finance_and_Administration/doingbusiness/Business_Licenses.htm

42. PDF Page 41, Contract Award and Execution:

Who generates the Statement of Work?

The finalist vendor(s) and Kirkland IT staff will work together to produce a Statement of Work.

43. Form 4 - General Supplier Information, Page 1:

Do we need to fill out this form for every vendor we use in the response to the RFP?

No. Fill it out for yourself as the supplier. We do not need this for suppliers of individual components. If more than one firm is partnering on this RFP, than each of the partnering firms needs to complete the form.

44. Form 4 - General Supplier Information, Page 6, # 4 and 5:

The solutions we are quoting are not just software. Is there a particular software vendor in mind for this question?

This is a generic form that the City uses for IT purchases, which are usually centered around a single large piece of software coming from a single vendor or integrator. If a piece of this form makes no sense to fill out in context to this purchase, please feel free enter N/A. City staff apologizes for not sizing this form exactly to this purchase.

45. Form 4 - General Supplier Information, Page 7:

This is a generic form that the City uses for IT purchases, which are usually centered around a single large piece of software coming from a single vendor or integrator. Please complete PDF Pages one

through four. If any part of the form in those PDF Pages (1-4) makes no sense to fill out in context to this purchase, please feel free enter N/A. City staff apologizes for not sizing this form exactly to this purchase.

46. Form 4 - General Supplier Information, Page 8:

This is a generic form that the City uses for IT purchases, which are usually centered around a single large piece of software coming from a single vendor or integrator. Please complete PDF Pages one through four. If any part of the form in those PDF Pages (1-4) makes no sense to fill out in context to this purchase, please feel free enter N/A. City staff apologizes for not sizing this form exactly to this purchase

47. Form 5 seems to have some formatting issues. The last column is way off the right hand side of the page in the original. Can you please send out a re-formatted Form 5?

Change format to Tabloid 11"-17' under Page Layout / Size.

48. Form 5, Pages 2 onward:

There is no column for F? What is the last column C for?

The YCMNC columns in Form five should be YCMFN. Form 5 can be corrected in that area by double clicking on the heading.

49. Form 5, Page 2, Line 36:

How many ingest units required?

2 What is being captured? Live meetings and programs from DVD and tape.

Can this be placed in Master Control or in Production Control? Yes

50. Form 5, Page 4, Line 53:

a) How many keyers?

1 perhaps more if recommended.

b) How many layers within each keyer?

Enough to accommodate the recommended CG system.

c) How many Routing Switchers?

One, more if recommended.

d) Character/Bug Generators?

Some proposed systems may trigger station IDs from a separate device others may have this feature built in.

e) Is CG separate from the Billboard system?

Probably

f) Playback decks: (VTR's or DVD's) Are they for ingest or playback to air or both?

Both if necessary.

51. Form 5, Page 8, Line 78:

How many layers are envisioned in the routing switcher?

As many layers as need to support downstream keyers.

52. Form 5, Page 12, Line 108:

Is the Bulletin Board and CG the same or do you require 2 separate systems?

One system solution can be proposed.

53. Form 5, Page 13, Line 113:

EAS - Most CATV companies supply all Federal EAS announcements for channels on their systems. Is the city asking for system to deliver specific City/County announcements?

Kirkland Fire Department has the option through Telvue Webus to interrupt the broadcast with specific full screen messages.

54. Form 6, Price Proposal, 4:

How are we to lock in prices and rates for 3 years? Vendor pricing is out of our control, as is pricing for the underlying criteria that support our services pricing models. Please explain.

Although we understand the service contract length can vary with the type of equipment and the company providing the support and that a 3 year contract might not be possible for some parts of the system, we need to get the best price and length possible for the starting contracts and we need to have some idea of service costs through the anticipated life of the equipment. List what information you can provide as far as the length and cost of the initial service contracts. Any estimates you can provide for subsequent years and be listed in your summary of costs excluded from this proposal. Note that one way the City often manages the early years of warranty is to purchase three or more years of warranty protection at the time that we buy the equipment. Obviously that may or may not be possible with the cost constraints in this situation.

55. Form 6, Price Proposal, 5:

What information is the City looking for in this question? [See above answer to question 53.](#)

56. Form 6, Price Proposal, PDF Page 1, Payment Schedule:

A 20% holdback on the entire contract amount is prohibitive given the timeline of the project. We estimate, based upon the schedule indicated, engagement of at least 235 days from beginning to end. We are willing to discuss a more modest holdback of funds from the final phase of the project. We need some additional information from the City in this area.

[The City will be happy to have this conversation with the successful vendor\(s\).](#)

57. Form 6, Price Proposal, Pages 2-4:

a) What is meant by the Assumptions column on PDF Pages 3 and 4?

[This might be a place where proposers can indicate the assumption they are making about pricing for goods and services. For example, earlier questions suggested that vendor pricing is out of your control. That might be an assumption, or another way to state that might be "We are assuming that vendor X will not increase their support by more the 5% a year." You might need other assumptions around design, such as "The design of the Council Chambers will not change by significantly during the Live Production System design phase."](#)

b) The annual maintenance and support pricing grid asks for 8 years of pricing. Most vendors will not quote past 3 years. How would you like us to proceed?

[Although we understand the service contract length can vary with the type of equipment and the company providing the support and that a 3 year contract might not be possible for some parts of the system, we need to get the best price and length possible for the starting contracts and we need to have some idea of service costs through the anticipated life of the equipment. List what information you can provide as far as the length and cost of the initial service contracts. Any estimates you can provide for subsequent years and be listed in your summary of costs excluded from this proposal.](#)

c) What do you mean by the last box on Page 4?

[The City is not sure what is being referred to.](#)

58. What cables are handled by the City's contractor and what would be the estimated cost? What cables can be handled by the installing vendor?

City Network and Ops staff would like the City's current contractor to run network cable but video and audio cable can be handled by the installing vendor. The network cable work might be done as part of the rewire project for City hall at very little cost. If it is done as a separate job, then Ballpark estimate, around \$3000 for network cable relating to camera or other control between the new Peter Kirk room and the production room, The City Council chamber and the production room and between the production room and the server room.

59. Addendum 1:

As previously noted above, Addendum 1 and PDF Page 28, the Evaluation Procedures section regarding specifications/cost of ownership presents us with conflicting purposes for the RFP and the evaluation process. Given the technical specifications and project goals presented, we see this RFP coming in well over the \$300,000.00 budget stated in Addendum 1. If we steer our response to the stated budget, we will not be in full compliance with the technical specifications and project goals. If we steer our response to the technical specifications and project goals, we will exceed the stated budget. We need some clarification on what the City's intent is and how we should proceed in order to meet the RFP requirements.

Our goal is to get a system that will meet our business needs within our budget. If that isn't possible, then we will consider more expensive options but we do not have any additional approved funding at this time. Alternatively, if you have ideas on how to reduce the specifications in a manageable way in order to help us meet budget, we would be happy to have a conversation.

60. The City's Nondisclosure Agreement was inadvertently left out of the RFP document. A sample of the Nondisclosure Agreement is attached to this Q&A document.

Issued by:

Barry L. Scott, C.P.M.
Purchasing Agent
Phone: 425-587-3123

Attachment B: Non-Disclosure Agreement



NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 200_, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a __ corporation ("the vendor").

Whereas, the Vendor is the successful candidate for the Network Management and Automation Project; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to complete this project, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.

2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.

3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.

4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of

the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.

7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.

9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.

10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.

11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.

12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By:_____

By:_____

Its:_____

Its:_____